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Chapter 13  
Judge Mary Jo Heston

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

IN RE:

SARAH HOOVER,

Debtor,

BK Case No. 19-42890-MJH

Adversary Case No. 20-04002-MJH

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**IH6 PROPERTY WASHINGTON, L.P.'S  
ANSWER TO AMENDED COMPLAINT**

SARAH HOOVER,

Plaintiff,

v.

QUALITY LOAN SERVICE CORP. OF  
WASHINGTON, et. al.,

Defendants.

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Defendant IH6 Property Washington, L.P. ("IH6 Property") answers Plaintiff's Amended Complaint [Dkt. 7] as follows:

**I. Jurisdiction and Venue**

1-2. IH6 Property admits that this Court has jurisdiction and this Court is the proper venue.

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ANSWER - 1

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SEATTLE, WA 98108

## II. Parties

3-10. IH6 Property does not have sufficient information or knowledge to admit or deny the allegations in paragraphs 3-10 of the Amended Complaint and therefore denies the same.

11. IH6 Property denies that it is “d/b/a Invitation Homes”. IH6 Property admits the remaining allegations in paragraph 11 of the Amended Complaint.

12. IH6 Property admits that it was not and is not the agent of the remaining Defendants.

### **III. Factual Background**

13-24. IH6 Property does not have sufficient information or knowledge to admit or deny the allegations in paragraphs 13-24 of the Amended Complaint and therefore denies the same.

25. IH6 Property admits that Plaintiff received the Notice of Trustee's Sale related to the subject property. IH6 Property denies the remaining allegations in paragraph 25 of the Amended Complaint.

26-34. IH6 Property does not have sufficient information or knowledge to admit or deny the allegations in paragraphs 26-34 of the Amended Complaint and therefore denies the same.

35. IH6 Property admits only that Plaintiff filed a chapter 13 bankruptcy petition on September 9, 2019. IH6 Property denies the remaining allegations in paragraph 35 of the Amended Complaint.

36-38. IH6 Property does not have sufficient information or knowledge to admit or deny the allegations in paragraphs 36-38 and therefore denies the same.

39. IH6 Property admits only that it purchased the subject property at a trustee's sale on September 13, 2019 for \$356,000.00. IH6 Property denies the remaining allegations in paragraph 39 of the Amended Complaint.

40-42. IH6 Property does not have sufficient information or knowledge to admit or deny the allegations in paragraph 40-42 of the Amended Complaint and therefore denies the same.

43. IH6 Property admits only that QLS issued the Trustee's Deed to IH6 Property on September 17, 2019.

44-45. IH6 Property does not have sufficient information or knowledge to admit or deny the allegations in paragraphs 44-45 of the Amended Complaint and therefore denies the same.

46. IH6 Property admits only that the trustee's sale generated \$167,407.96 in surplus funds and further states that all parties have agreed that QLS may deposit those funds with the Court registry pending resolution of this matter. IH6 Property denies the remaining allegations in paragraph 46.

47-50. IH6 Property does not have sufficient information or knowledge to admit or deny the allegations in paragraphs 47-50 of the Amended Complaint and therefore denies the same.

51-56. IH6 Property denies the allegations in paragraphs 51-55 of the Complaint.

57. IH6 Property admits only that it filed a motion to reopen Plaintiff's bankruptcy and a motion to annul the automatic stay. IH6 Property denies the remaining allegations in paragraph 57 of the Complaint.

58. IH6 Property denies the allegations in paragraph 58 of the Amended Complaint.

#### **IV. Causes of Action**

## Count I – Violation of the Automatic Stay

59. IH6 Property restates its responses to paragraph 1 through 58.

60-69. IH6 Property denies the allegations in paragraph 60-69 of the Amended Complaint.

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### ANSWER - 3

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2                   **V. Conclusion**

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4                   IH6 Property denies any implicit allegations set forth in this section.

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6                   **Affirmative Defenses**

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1.       The Complaint fails to state a claim against IH6 Property upon which relief can be granted;
2.       The subject property was not part of the Plaintiff's bankruptcy estate and the trustee's sale did not violate the automatic stay;
3.       Plaintiff lacks standing;
4.       IH6 Property is entitled to an order annulling the automatic stay.

Wherefore, IH6 Property prays for the following relief:

12                   **Prayer for Relief**

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1.       An order of dismissal Plaintiff's claim for damages with prejudice;
2.       An order confirming the subject property was never part of the Plaintiff's bankruptcy estate and/or an order annulling any stay that may have applied;
3.       An order validating the trustee's sale of the subject property; and,
4.       Such further relief as the Court may deem just and proper.

21                   **SCHWEET LINDE & COULSON, PLLC**

22                   /s/John A. McIntosh

23                   Thomas S. Linde, WSBA #14426

24                   John A. McIntosh, WSBA #43113

25                   Attorneys for IH6 Property Washington, L.P.

ANSWER - 4

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## CERTIFICATE OF SERVICE

I the undersigned declare as follows: I am over the age of 18 years and am not a party to this action. On February 28, 2020, I served the forgoing document(s): IH6 PROPERTY WASHINGTON, L.P.'S ANSWER TO AMENDE COMPLAINT in the manner described below:

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### ANSWER - 5

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1 I declare under penalty of perjury under the laws of the United States of America that the  
2 foregoing is true and correct.  
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4 Dated: February 28, 2020

5 /s/ Ali Small  
6 Ali Small  
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ANSWER - 6

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